

Executed in 7 counterparts of
which this is Counterpart No. 2.

SOUTHERN RAILWAY

Equipment Trust No. 3 of 1970

RECORDATION NO. 5732-60
MAY 17 1972 - 9 25 AM
Filed & Recorded
INTERSTATE COMMERCE COMMISSION

- - - - -
SUPPLEMENT

Dated as of May 1, 1972

to

EQUIPMENT TRUST AGREEMENT

Dated as of June 1, 1970

between

FIRST NATIONAL CITY BANK

Trustee

and

SOUTHERN RAILWAY COMPANY

THIS SUPPLEMENTAL AGREEMENT, made and entered into as of May 1, 1972, by and between

FIRST NATIONAL CITY BANK, a national banking association organized and existing under the laws of the United States of America (the "Trustee"), party of the first part; and

SOUTHERN RAILWAY COMPANY, a Virginia corporation and Central of Georgia Railroad Company (successor to Central of Georgia Railway Company), a Georgia corporation (together called the "Company"), party of the second part;

W I T N E S S E T H: THAT

WHEREAS, by agreement (the "Agreement"), dated as of June 1, 1970, as amended, between First National City Bank, Trustee, and Southern Railway Company, there was constituted SOUTHERN RAILWAY EQUIPMENT TRUST NO. 3 of 1970;

WHEREAS, Southern Railway Company assigned a portion of its interest in the Agreement to Central of Georgia Railway Company by assignment dated as of June 2, 1970; and

WHEREAS, by the Agreement the Trustee did let and lease unto the Company certain railroad equipment therein particularly described for a term of fifteen (15) years from and after June 1, 1970, upon the terms and conditions therein specified; and

WHEREAS, in Section 4.9 of the Agreement, it is provided that in the event any unit or units of the Trust Equipment become unsuitable in any respect for the use of the Company and the Company shall have paid to the Trustee the selling price or fair value, as defined in the Agreement, of such unit or units, then upon the filing with the Trustee of the appropriate documents, any monies paid to the Trustee pursuant to said Section 4.9 or Section 4.7 of the Agreement may be applied to the purchase of additional Equipment; and

WHEREAS, the Company, in compliance with the aforesaid requirements of Section 4.9 of the Agreement now proposes to cause to be sold, assigned, transferred and set over unto the Trustee, as trustee under the Agreement three (3) new 100-ton 2100 cu. ft. capacity open top hopper cars, bearing Central of Georgia Railroad Company Road Numbers 101540, 101541 and 101542 (called the "Additional Equipment"):

NOW, THEREFORE, in consideration of the premises and of the sum of One Dollar (\$1.00) paid by the Trustee to the Company at or before the ensealing and delivery hereof, the receipt of which is hereby acknowledged, and in consideration of the rents and covenants in the


Agreement provided for and contained, the Company does hereby assign to the Trustee all its right, title and interest under the contract for the acquisition of the Additional Equipment, and the Trustee does hereby let and lease to the Company for the remainder of the term of the Agreement, to wit, until June 1, 1985, the Additional Equipment, the said assignment by the Company and lease by the Trustee being upon and subject to all the terms and conditions of the Agreement as though the Additional Equipment had been a part of the original railroad equipment described in the Agreement.

AND the Company hereby accepts the terms and conditions upon which the Additional Equipment is leased to it hereunder, and covenants and agrees to abide by each and every such term and condition according to the true intent and purpose thereof.

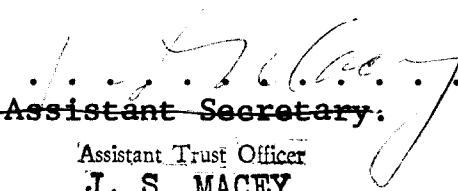
This Supplemental Agreement may be simultaneously executed in several counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed in their respective corporate names and their respective corporate seals to be hereunto affixed and duly attested, as of the day and year first above written.

FIRST NATIONAL CITY BANK
Trustee,
By

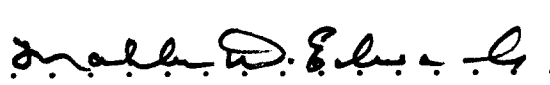
...  ...
TRUST OFFICER ~~Vice President.~~
E. J. Jaworski

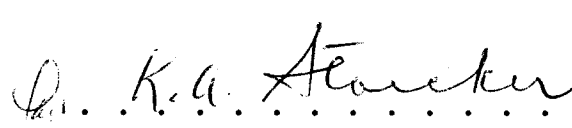
ATTEST:

...  ...
~~Assistant Secretary.~~
Assistant Trust Officer
J. S. MACEY

CENTRAL OF GEORGIA RAILROAD
COMPANY,
SOUTHERN RAILWAY COMPANY,
By

ATTEST:

 .
Assistant Secretary of
each of the above companies.

 .
Vice President of each
of the above companies.

STATE OF NEW YORK)
) ss:
County of New York)

On this 10 day of May, 1972, before me personally appeared E. J. Jaworski, to me personally known, who, being by me duly sworn, says that he is a Vice President of FIRST NATIONAL CITY BANK, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation pursuant to due corporate authority and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Carol Cashman

Carol Cashman
Notary Public, State of New York
No. 69-655418B

Qualified in Essex County
Certificate filed in New York County
Certificate filed in Kings County
Certificate filed in Queens County
Cert. filed in Richmond County
Term expires March 30, 1973

DISTRICT OF COLUMBIA.

On this 15th day of May, 1972, before me personally appeared K. A. Stoecker, to me personally known, who, being by me duly sworn, says that he is a Vice President of SOUTHERN RAILWAY COMPANY and CENTRAL OF GEORGIA RAILROAD COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of each of said corporations, that said instrument was signed and sealed on behalf of said corporations pursuant to due corporate authority and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporations.

L. Huff

LEONORCE A. HUFF
Notary Public
IN AND FOR THE DISTRICT OF COLUMBIA
MY COMMISSION EXPIRES JUNE 30, 1972